

toll and access charge revenues, no longer realized upon the implementation of the rate center consolidation, for an amount up to \$68,932 annually, until January 1, 2004.

3. If the rate center consolidation occurs after the closing date for the CTC-Idaho/US WEST transaction, CTC-Idaho agrees to waive the right to recover Clarkston and Pomeroy toll and access charge revenues no longer realized upon the implementation of the rate center consolidation, for an amount up to \$20,646 annually, until the expiration of the rate cap defined in A.1. above.

D. Joint Conditions of Settlement.

1. The Parties agree that the terms of this Agreement resolve, between them, all issues that were raised or could have been raised in this proceeding before the Commission, that the entire agreement supercedes any prior agreement or understanding; and that they will ask the Commission to approve the acquisition of the Exchange by CTC-Idaho pursuant to the Purchase Agreement as consistent with the public interest.

2. The Parties shall cooperate in submitting this Agreement promptly to the Commission for acceptance, and shall support adoption of this Agreement in proceedings before the Commission. No party to this Agreement or its agents, employees, consultants or attorneys will engage in advocacy contrary to the Commission's adoption of this Agreement as resolution of the issues included in the Joint Application. The Parties shall make available a witness or witnesses in support of this Agreement.

3. Staff will recommend that CTC-Idaho be designated as an eligible telecommunications carrier (ETC) for the Exchange.

4. Staff will recommend that the Commission issue a statement that it does not object to the FCC granting study area waivers nor to any configuration of study area boundaries involving the Exchange.

5. The Parties agree to make all efforts necessary to enable the Commission to approve this Agreement by June 28, 2000.

### III. MISCELLANEOUS TERMS AND CONDITIONS

1. The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the parties, their parent corporations, affiliates, successors, predecessors, assigns, directors, commissioners, officers, attorneys, agents, employees, insurers, transferees, grantees, legatees and representatives, including those who may assume any or all of their respective capacities subsequent to the execution and effective date of this Agreement.

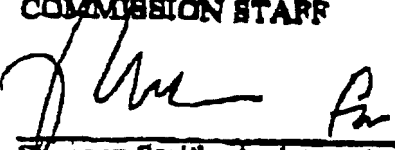
2. This Agreement is entered into for the purpose of compromise, and neither the fact of the Agreement, nor any of its provisions, shall constitute an admission to be utilized as such by any party. This Agreement shall not constitute or be construed as precedent or an admission by any party with respect to the assumption of any legal obligation or right or the establishment of any position by any party in any other current or future legal or regulatory proceeding.

3. This Agreement shall not become effective unless and until the Commission enters an Order approving this Agreement. In the event the commission rejects all or any portion of this Agreement as resolving the issues within the Petition, each party reserves the right to withdraw from this Agreement. In such case, no party to this Agreement shall be bound or prejudiced by the terms of this Agreement, and each party shall be entitled to seek reconsideration of the Commission Order, file any testimony it chooses, cross-examine witnesses, and in general put on such case as it deems appropriate. If this Agreement does not become effective according to its terms, it shall be null and void.

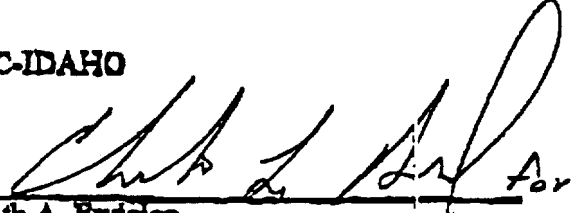
4. Each person who signs this Agreement in a representative capacity warrants that he or she is duly authorized to do so.

5. This Agreement may be executed by the Parties in the counterpart and as executed shall constitute one agreement. Copies sent by facsimile are as effective as original documents. The fully executed, original Agreement will be filed with the Commission in connection with the Parties' request for Commission approval of the Agreement.

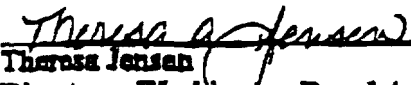
**WASHINGTON UTILITIES & TRANSPORTATION  
COMMISSION STAFF**

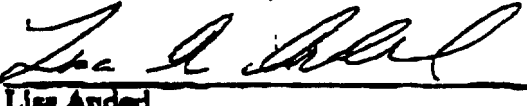
  
Shannon Smith, Assistant Attorney General  
Counsel for Commission Staff  
Dated: June 27, 2000

**CTC-IDAHO**

  
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**U S WEST COMMUNICATIONS**

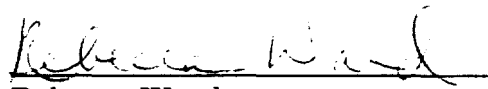
  
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## CERTIFICATE OF SERVICE

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I, Rebecca Ward, do hereby certify that on the 11<sup>th</sup> day of July, 2000, I have caused a copy of the foregoing **JOINT PETITION FOR EXPEDITED WAIVERS** to be served, via hand delivery (marked with an asterisk) or first class United States mail, postage prepaid, upon the persons listed on the attached service list.

  
Rebecca Ward

\*Lawrence E. Strickling  
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7/10/00